

Terms & Conditions

The following are our standard terms and conditions.

Scope

- You engage us to provide you with Engineering Services (Services). The nature and scope of those Services is as agreed from time to time in writing.
- We will inform you in writing where the nature and scope of Services is in our opinion extending beyond the original nature and scope.
- These terms will apply to all Services we provide to you unless we otherwise agree in writing.

Client Obligations

- We rely on you to provide us with complete and accurate information and documents and to advise us of all further relevant information and documents of which you become aware and that are relevant to the Services you have engaged us to undertake.

Confidentiality

- We will not, without your consent, communicate to a third party any confidential information of yours, except as necessary to provide the Services or as required by law.
- Our advice is confidential to you and such other persons as we may approve in writing. It must be maintained in confidence. It cannot be relied upon by any third party without our prior written consent.

Intellectual Property Rights

- Each party shall retain ownership of all intellectual property it had prior to commencement of the Services. However, Seyon shall own exclusively all rights in any ideas, inventions, or works of authorship created in or resulting from the Engineering Services, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, trademark rights and other intellectual property rights, and you will execute assignments as necessary to achieve that result.

Duty of Care

- We will provide the Services in accordance with generally accepted professional engineering practices using reasonable care and skill.

Reports

- We will report to you on the progress of the Services as you require.

Fees and Expenses

- The charge for the Services will either be on an agreed fee basis or on an hourly rate basis.
- For the agreed fee basis, we will offer the Services for a nominated fee. This fee agreement will need to be signed off by you prior to our commencing work.
- Hourly rates are available as notified to you from time to time.
- We do not charge separately for support staff in doing routine work in usual business hours.
- We may recover from you pre-agreed costs or expenses we incur on your behalf, such as:
 - Travel expenses / Courier charges / International postage

Conflict of interest

- We will immediately notify you of any matter which gives rise, or may give rise, to a conflict of interest. If we discover a conflict of interest between you and another client, we may cease to act. Subject to such a conflict of interest, we may act for any other party.

Accounts

- We render accounts on a calendar monthly basis, unless otherwise agreed and we may require payment in advance/ progress payments if we think it appropriate.

Payment Terms

- Our accounts are payable within 14 days of the date of the account, unless we otherwise agree.

Communications

- We will communicate with you always by email unless you request us not to in writing.
- We cannot guarantee that email communications will be secure or free from viruses and we are not liable for any loss or damage arising from emailed communications.

Consultants

- In the event that it is necessary in our judgement to engage consultants in addition to those included in our fee for the Services we will seek your instructions beforehand.

Force Majeure

- We are not liable for any delay or failure to perform an obligation under this agreement caused by a Force Majeure Event.
- We will notify you as soon as practical of any anticipated delay or failure caused by a Force Majeure Event.

Cancellation, Suspension or Delay

- You may cancel an order for Engineering Services upon written notice to Seyon and payment of an agreed cancellation charge, which shall include all costs incurred by Seyon prior to the cancellation plus a reasonable margin.

Termination

- Either party may terminate the engagement at any time (including during the course of a particular matter) by giving written notice to the other party.
- The engagement also terminates if you commit an act of bankruptcy or, if you are a company, you become an externally administered body corporate.
- Upon termination of our engagement for any reason, you will be liable to pay all fees and expenses incurred by you up to the termination.

Damages

- Under no circumstances is either party to this agreement responsible for indirect or consequential loss or damages of any kind irrespective of any cause.

Liability

- The Services provided by us are for your purposes only and you are not to use the products of those Services for purposes other than those for which we provide the Services.
- The Services are for the job nominated only and not to be used for other jobs.

Basis of advice

- Unless we are specifically requested otherwise, any advice we give will be based on Australian Standards and government regulations in force at the time when the advice is provided. Our advice will not take into account past or future proposed changes to the codes.

File retention

- On completion of each job, we will retain our file on the project until instructed by you in writing to destroy it.

Variation

- These terms may be varied by agreement in writing.

Governing law

- This Agreement will be governed by and construed according to the law of the jurisdiction of New South Wales.